This Instrument Was Prepared By

SHAMBON WEREIN

When Recorded Mail To

FRIEND TIATRODIANCE BASIK A LEDERAL SAVISOS BANK FORTIMENT CONTROL र्गात् (१०४ अवस्याःस) SACHAMET, LA LA SHARED BOTH BOX 250

000, 020

#### MORTGAGE

THE STURIGAGE ("Security Instrument") is given on 1914 30, 1993.

The mortgagor is selected in religious also mechanic in repoble, HUSBAND AND WIFE PAUL R. REPOBLE AND CATHURIST RESERVED. HUSBAND AND WIFE

93639436

("Borrower"). This Security Instrument is given to \$\( \xi \) \( \xi \)

DATEOUR CONTRACTOR SAVIDES PANK , which is organized and existing that (Ottal Dec. Raile) as under the laws of Tage (Ot)) ATE OF AMERICA , and whose address is 135 MAIN STREET, SAN រាមសម្រាស់ ទី១៩៦, ១៤ និងស្រីរំ ("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRESS EWELLS CHOUSALD ALL DE HELL

Dollars (U.S. \$ \*\*\*\*\* 120,000,00). This debt is evidenced by Borrower's note dated the same date as this Security instrument ("Noto"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on  $\frac{1}{2} \cdot \frac{1}{2} \cdot \frac{1}$ all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrumer, and the Note. For this purpose, Borrower does hereby mortgage, grant CODE and convey to Lender the following described property: located in County, Illinois:

LOT 8 IN BLOCK 5 IN SEGERS SUBDIVISION (F THE MORTHEAST 1/4 OF THE MORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, MANT OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CEPT-01 RECORDINGS

\$29.00

7#0 #11 TRAN 6333 03/13/93 11:05:00 #4378 = ※一93-639436

COOK COUNTY RECORDER

444 4 4 7 14, 41, 414, 1

which has the address of

Jan HARLARD STREET  $M \in M(\mathbb{R}^n)$ 50091 0000

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appur tenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument, All of the foregoing is referred to in this Security Instrument as the "Property"

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, erant and convey the Property and that the Property is unencombered, except for encombrances of record. Horrower warrants and will defend  $arepsilon_2$ generally the title to the Property against all claums and demands, subject to any encumbrances of record

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation. by jurisdiction to constitute a uniform security instrument covering real property.

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Loan # 0003154077

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UNIFORM COVENANTS Borrowo, and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges durander the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property, (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard or proporty insurance premiums,(d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance promiums, if any; and (f) any sums payable by florrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's excrew account under the federal Real Exhita Sattlament Procedures Act of 1974 as amended from time to time, 12 U.S.C. paragraph 2601 et may ("RESPA"), unloss another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the Insser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Eserow Items or otherwise in accordance with applicable law

The Funds shall be held in an institution whose deposits are insured by a lederal agency, instrumentality, or entity (including Lender, if London is such an institution) or in any Federal Home Loan Bank. London shall apply the Funds to pay the Escrow Items, London may not charge Borcower for holding and applying the Funds, annually analyzing the oscrow account, or verifying the Eserow Items, unless Londor pays Borrower interest on the Funds and applicable law permits Londor to make such a charge. However, Lender may require Borrower to pay a one three charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides a figures. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Horrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debre is the Funds was made. The Funds are pledged as additional security for all sums secured by this Security

Instrument

If the Fund; held by Lender account to Borrower for the exercise Funds in accord, we wish the conscrements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, I ender may so notify Borrower in writing, and, in such case Borrower shall pay to I ender the amount necessary to make up the deficiency. Horrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secureaby this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Leader 11, under paragraph 21, Leader shall acquire for sell the Property, Leader, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable in eprovides otherwise, all payments received by Londer under paragraphs I and 2 shall be applied first, to any prepayment charges due und a the Note; second, to amounts payable under paragraph 2, third, to interest due,

fourth, to principal due, and last, to any late charges due un ler the Note.

4. Charges; Liens. Borrower shall pay all taxes, ass syments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, forrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly lurnish to Lender receipts evidencing the payments.

Horrower shall promptly discharge any hen which has priority over the Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the hen in a manner acceptable to Londer; (b) contests in good faith the hen by, or detends against enforcement of the lien in, legal proceedings which in the Londer's opinior operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If I ender determines that any part of the Property is subject to a lien which may atlain priorit, over this Security Instrument, Lender may give Borrower a notice identifying the lien. Horrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the earton la garvig

5. Hazard or Property Insurance, Borrower shall keep the improvements now exiting or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the part ods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borcower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph?

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage. It use. I ender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receir's of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender have make proof of loss if

not made promptly by Borrower

Unless Lander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or regain of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically leasible or Londer's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition

6. Occupancy, Prescription, Maintenance and Protection of the Property; Borrower's Lean Application; Leasehold. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Berrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forlesture action or proceeding, whether civil or eriminal, is begun that in Lender's good faith judgement could result in terfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest, florrower may cure such a default and reinstate, as provided in . . CLOSER ID

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paragraph 18, by causing the action or proceeding to be demissed with a ruling that, in Londer's good faith determination, procludes forfeiture of the Borrower's atterest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Berrower, during the loan application process, gave materially false or majorate information or statements to Lender for lailed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing

"Protection of London's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to leiture or to enforce laws or regulations), then Lender may do and pay for whatever is meassary to project the value of the Property and Lender's rights in the Property Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph? Lender does not have to do so

Any amounts disbursed by Lender under this paragraph 3 shall become additional debt of Borrower secured by this Security Instrument Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement

at the Sote rate and shall be payable, with interest, upon notice from Londer to Borrower requesting payment

8. Mortgage Insurance If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, florrower shall pay the premiums required to maintain the mortgage insurance in effect. It, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twoffth of the yearly mortgage insurance previously as a loss reserve when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve when of mortgage insurance hoss reserve payments may no longer by required, at the option of Lender, if mortgage insurance coverage (in the mount and for the period that Lender required) provided by an insurer approved by the Lender again becomes available and is obtained to no regige insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9, Inspection, Lender or its agent mest make reasonable entries upon and inspections of the Property. Lender shall give Borrower

notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the exceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to forrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or great in the amount of the sums secured by this Security Instrument immediately before the taking, unless florrower and funded otherwise egre, in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction. C. the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless forrower and Lend in otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Horrower, or if, after natice by Lender to Horrower that the condemnor offers to make an award or settle a claim for damages. Horrower laifs to respond to Lender within 30 days; for the date the notice is given, Lender is outhorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security.

Instrument, whether or not then due

Unless Lender and Borrower otherwise agree in writing, any application of proceeds, oprincipal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

It. Barrower Not Released; Forbearance By Londer Not a Waiver. Extensional the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Londer to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall a z-b required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify an ortication of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Consigners, The covenants and preements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of page pape 17. Borrower's covenants and agreements shall be join and several. Any Borrower who consigns this Security Instrument but does not execute the Note: (a) is no signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) as new that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security.

Instrument or the Note without that Borrower's consent

13. Loan Charges, If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any propayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by making it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Horrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Horrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Coverning Law; Severability. This Security Instrument shall be governed by Jederal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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16. Borrower's Copy. Borrower shalf be given one conformed copy of the Note and of this Socurity Instrument

17. Transfer of the Property of a Benefic in Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums socured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

H Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security.

Instrument without further notice or demand on Borrower

18 Horrower's Right to Reinstato. Il Borrower ments certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days for such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower (a) pays Londor all sums which then would be due under this Security Instrument and the Note as if no acceleration had occured; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's ubligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occured. However, this continue shall not apply in the case of acceleration under paragraph 1.

19. Sale of Nave. hange of Loan Servicer. The Note or a partial interest in the Note (together with the Security Instrument) may be sold one or more traces without prior notice to Horrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly pay nexts due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Otto. If there is a change of the Loan Servicer, Horrower will be given written notice of the change in accordance with paragraph to also so and applicable law. The notice will state the name and address of the new Loan Servicer and the address

to which payments should be made. The notice will also contain any other information required by applicable law

20. Hazardons Substances do cover shall not cause or permit the presence, use, disposal, storage, or release of any Hazardons Substances on or in the Property. Borray's shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding see sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardons Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Leader written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party accolving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, k, usene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing aspestos or form-lifehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covanant and agree as follows:

21. Acceleration; Remedies, Lender shall give notice to borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable fant provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to borrower, by which the default must be cured; and (d) that failure to cure the default on or before the distance itied in the notice may result is acceleration of the sums secured by this Security Instrument, for closure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assect in the loreclosure percenting the non-existence of a default or so, other defense of Borrower to acceleration and for closure. If the default is not early on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums section by this Security Instrument without further domand and may foreclass this Security Instrument by judicial proceeding. Under shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable afternows! tees and costs of title evidence.

2.2. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release the Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23, Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

24. Ridges to this Security Instrument. If one or more ridges are executed by Porrower and recorded typesher with this Securit	y
Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants an	d
agreements of this Security Instrument as if the rider(s) were a par(of this Security Instrument, (Check applicable lost))	•

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Adjustable Rate Rider	Condensition Rider	1 4 Family Rider
🗍 Graduated Payment Rider 🦠	[_] Planned Unit Development Rider	Biweekly Payment Rider
] Batloon Rider	Convertible Rider	Second Home Rider
Other(a) specify		

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Property of Cook County Clerk's Office

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BY SIGNING BELLOW, Borrower accepts and agrees to the forms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it

Markey P Knowl Wichela P Knessel

STATE OF ILLINOIS

COUNTY OF COOK

1. The Timelus; 6 M & S. A. NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT SEFFREY & KAOBEL AND MICHELS VAORE LAND FE. AND PAUL R. KNOBEL MAIN CATHEVINE F. KNOBEL MAD LIFE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOLECOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH,
GIVEN UNDER MY HAND AND OFFICIAL SEAL THE 3617 DAY OF

MY COMMISSION EXPIRES 1-18-95

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Property of Cook County Clerk's Office